

EXHIBIT C

Subject: RE: Sears 6.20.2019 Omnibus Hearing

From: William P Fennell [<mailto:william.fennell@fennelllaw.com>]

Sent: Tuesday, June 18, 2019 9:07 PM

To: Levander, Samuel <slevander@cgsh.com>; Lewitt, Alex <Alexander.Lewitt@weil.com>

Cc: Barefoot, Luke A. <lbarefoot@cgsh.com>; Livingston, Matthew J. <mlivingston@cgsh.com>; Massey, Kate <kmassey@cgsh.com>; Bast, Morton <mbast@cgsh.com>; Weaver, Andrew <aweaver@cgsh.com>; Charles Bethel <charles.bethel@fennelllaw.com>

Subject: RE: Sears 6.20.2019 Omnibus Hearing

This email to return my signature on the final version of the stipulation for further extension of the time for assumption or rejection of the lease in resolution of the cure issues by Transformco with Dedeaux Inland Empire Properties (Ontario, Ca) through July 31, 2019.

This email also to confirm discussion this afternoon with your office (I believe it was with Andrew and Matthew) with regard to the above referenced lease and the lease with Dart Warehouse (Naperville, IL). Our clients have worked out the cure issues, as of this writing anticipate resolution of issues under the related Master services and agreement and Statement of Work before the hearing on June 20, and therefore believe the cure issues will be resolved well in advance of the June 30 assumption date.

Additionally we discussed this afternoon an email sent by my client to Anthony Dattilo for Transform, time stamped 1:38 PM PDT/3:39 PM CDT. That client email discussed in some detail, several issues my clients believed to all be cure issues. Most importantly our clients seem to be working out these issue but require additional time as indicated in that email. Notably, these issues include cure payment for real property insurance for the periods 2018 – 2019 and the most recent and current period of coverage for 2019 – 2020. Transform's counsel indicating that the latter insurance premium would be paid pursuant to the terms of the lease. However, none of us picked up while on in that conversation, or perhaps Mr. Dittilo did not forward, the attachment of invoices for both insurance charges/periods. There is attached here the invoice dated June 1, 2019 for that latter and current insurance coverage. We are well into the 30 period. It is my hope that, all issues described in that email will be resolved well in advance of the July 31 date.

While not a cure issue there is the related issue with regard to the Ontario lease that is there is no current master services agreement or statement of work for operations within that commercial real property. It is my understanding that our clients are negotiating those additional agreements. Again while not "cure issues", new such agreements are highly relevant to leasing the Ontario warehouse.

In conclusion, the hearing on these two leases set for June 20th can be taken off calendar. The Naperville lease should be set for assumption, and I will notify your office tomorrow upon my client receiving the payment agreed upon by Transform on June 19; and the Ontario lease will be subject to the extension of time through July 30 my signature is on the stipulation that can be presented to the court immediately.

I will watch for the appropriate changes to the June 20 amended agenda.

PLEASE NOTE our new address as of June 1, 2019.

Regards,

Bill Fennell

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From: Levander, Samuel <slevander@cgsh.com>
Sent: Tuesday, June 18, 2019 3:54 PM
To: Lewitt, Alex <Alexander.Lewitt@weil.com>
Cc: Skrzynski, Matthew <Matthew.Skrzynski@weil.com>; Marcus, Jacqueline <jacqueline.marcus@weil.com>; Diktaban, Catherine <Catherine.Diktaban@weil.com>; Hwang, Angeline <Angeline.Hwang@weil.com>; Barefoot, Luke A. <lbarefoot@cgsh.com>; Livingston, Matthew J. <mlivingston@cgsh.com>; Massey, Kate <kmassey@cgsh.com>; Bast, Morton <mbast@cgsh.com>; Weaver, Andrew <aweaver@cgsh.com>; William P Fennell <william.fennell@fennelllaw.com>
Subject: Sears Agenda - 6.20.2019 Omnibus Hearing

Alex, all,

Per agreement with Dedeaux Inland Empire Properties and Dart Warehouse Corp. (William Fennell, counsel for Dart and Dedeaux, is copied here), please remove items 15(g) and 15(p) from the agenda for the June 20, 2019 omnibus hearing:

- 15(G) Supplemental Objection to Cure and Adequate Assurance Information by Dedeaux Inland Empire Properties RE Ontario, CA [ECF No. 3541]
- 15(P) Stipulation and Order By and Among Sellers, Buyer, and Dedeaux Inland Empire Properties and Dart Warehouse Corp. Extending Time Under 11 U.S.C. § 365(d)(4) for Lease of Nonresidential Real Property Schedule [ECF No. 3833]

Matt will circulate a revised draft agenda later this evening that reflects this change.

Best regards,
Sam

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